

STATE OF MISSISSIPPI
COUNTY OF DESOTO

RETURN TO:
TAYLOR LAW FIRM
PO BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS 38671
662-342-1300

5/04/06 11:48:03
BK 527 PG 754
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named **ROY A. MEDLIN and wife, JEAN F. MEDLIN** making a gift to Belmont Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, We, **ROY A. MEDLIN and wife, JEAN F. MEDLIN**, Grantors, do hereby convey and warrant unto Belmont Water Association, Inc., Grantee, a 10.00 foot wide perpetual easement with the right to install, lay and thereafter use, operate, repair, maintain, replace and remove water mains, lines, connections and necessary appurtenances thereto, together with the right of ingress and egress over the Grantor's adjacent lands for the purpose of which the above mentioned rights area granted, on, over, and across the following described property in DeSoto County, Mississippi:

A strip of land 10 feet in width, lying 5 feet on either side of the water service line as installed perpendicular to the west line of Belmont Road, and extending from said west line to Grantor's existing water meter, said strip of land being located in the Southwest Quarter (SW ¼) of Section 30, Township 3 South, Range 7 West, DeSoto County, Mississippi.

Grantors herein acknowledge that they have been fully advised and understand that they are entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantors desires no compensation to donate the above described water line easement to Belmont Water Association, Inc., and Grantors specifically waives any and all claims for damages or any claims for damages or any claims whatsoever. Grantors specifically understand that they have the right to request that a fair market value appraisal of the property be made, and they hereby waive that right.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason for the installation referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. This agreement together with other provisions of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors do covenant that they are the owners of the above mentioned land.

[Handwritten signature]

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WITNESS OUR SIGNATURE ON THIS THE 28 DAY OF JANUARY
2006

Roy A. Medlin
ROY A. MEDLIN

DECEASED
JEAN F. MEDLIN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named ROY A. MEDLIN and wife, JEAN F. MEDLIN who acknowledged that they signed and delivered the above and foregoing Easement on the day and year therein mentioned, as their free act and deed and for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of
January, 2006



Charlotte M. Cook
NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Oct 19, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by:
Taylor, Jones & Alexander, Ltd.
P. O. Box 188
Southaven, Ms. 38671
662-342-1300